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Attorneys for Defendant
FAITH HOPE CONSOLO

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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WEBB COMMUNICATIONS, INC.      :
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                                : Index No. 07 CV 6701 (PKC)
                                :
                                :
                                :
                                : REPLY TO CROSS-CLAIM
FAITH HOPE CONSOLO and DOUGLAS :
ELLIMAN REALTY LLC, D/B/A      :
PRUDENTIAL DOUGLAS ELLIMAN,   :
                                :
                                :
                                :
                                :
Defendants.                      :
-----X
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Defendant FAITH HOPE CONSOLO, by her attorneys Jacobson & Colfin, P.C., as and for her Reply to the Defendant Douglas Elliman Realty LLC's cross-claims states as follows:

1. Admits in part and denies in part the allegations contained in Paragraph 25 of the cross-claim.

2. Denies the allegations contained in paragraph 26 of the cross-claim. Defendant Consolo is not liable to the Defendant Douglas Elliman Realty LLC. Defendant Consolo denies any allegations of negligence, willful misconduct or acting outside the scope of the sales agent agreement.

FIRST AFFIRMATIVE DEFENSE

3. Defendant Douglas Elliman Realty LLC has not alleged any fact that would show that Defendant Consolo has acted negligently or with willful misconduct or outside the scope of said sales agent agreement.

4. Defendant Douglas Elliman Realty LLC has not alleged any fact that would show that it suffered any damages as a result of Defendant Consolo's alleged negligence, willful misconduct or acting outside the scope of the sales agent agreement.

5. Said sales agent agreement has expired pursuant to its own terms and Defendant Consolo may no longer be bound by all its terms and conditons.

SECOND AFFIRMATIVE DEFENSE

6. Defendant Consolo incorporates by reference paragraphs 3 through 5 hereof as if fully set forth herein.

7. Defendant Consolo has not acted negligently, with willful misconduct or outside the scope of any agent agreement.

WHEREFORE, Defendant Consolo respectfully prays that the relief sought herein by her counter-claims be granted on the grounds set forth in her answer, that Defendant Douglas Elliman Realty LLC's cross-claim be denied in its entirety and such other and further relief as to this Court may seem just and proper in

the circumstances, including the imposition of costs and reasonable attorney's fees relative to this action be granted.

Dated: New York, New York

October 2, 2007

JACOBSON & COLFIN, P.C.

By: /Bruce E. Colfin/
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